



**CITY OF ALBANY
BY AND THROUGH THE
BOARD OF CONTRACT AND SUPPLY**

**REQUESTS BIDS FOR
PROCUREMENT OF RIGGING SERVICES**

HON. KATHY M. SHEEHAN, CITY OF ALBANY, MAYOR
RANDALL J. MILANO, CITY ENGINEER
DIVISION OF ENGINEERING

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I, _____, have received a complete Bid Packet.

Printed Name of Signatory

Signature

Official Title

Address

City, State, Zip Code

Telephone

Email

The City of Albany is soliciting sealed bids for the goods and/or services described in this Bid Packet.

GENERAL DESCRIPTION: PROCUREMENT OF RIGGING SERVICES

ADVERTISEMENT DATE: April 10, 2023

BID SUBMISSION DEADLINE: May 2, 2023 at 12:00 pm Noon

BID OPENING: May 2, 2023 at 1:30 pm

SUBMIT SEALED BIDS TO:
Board of Contract and Supply
Room 202, City Hall
Albany, New York 12207

The face of the sealed envelope shall contain the name of the bidder, the bidder's return address, and the Contract Number and Title.

OR electronically via BidNetDirect.com

BID DOCUMENTS: May be examined on electronically BidNet.com or in-person in Room 202, City Hall, 8:30 – 5:00 pm.

BID DEPOSIT: A bid deposit is not required.

BOND REQUIREMENT: The City does not require a performance bond.

PREVAILING WAGE RATE AND LIVING WAGE RATE: The successful bidder shall comply with Sections 220-223 of the New York State Labor Law and/or section 42-161 of the Code of the City of Albany pertaining to the Albany Living Wage Ordinance.

FOR PROCEDURAL INFORMATION: Danielle Gillespie, City Clerk
Board of Contract and Supply
(518) 434-5092

SUBMISSION PROCEDURE

Pursuant to the provisions of Section 103 of General Municipal Law, sealed proposals will be received by the City of Albany, New York (the “City”) at the aforesaid address for furnishing the Item(s) listed in this proposal.

When submitting a bid, each bidder shall:

1. Prepare the bid submission on this form using black ink or electronically. Write the name of the bidder’s company on each page of the bid submission, in the space provided.
2. If the bid deviates from the specifications, indicate such fact by marking “X” alongside the amount bid for each item in the price column. Explain such deviations or qualifications; if necessary, attach a separate sheet setting forth such explanation. The City reserves the right to determine if a bid is unresponsive.
3. The City shall not make any determinations of item equivalency prior to the bid submission date. During the period between the bid solicitation advertisement and the bid submission deadline, there exists a prohibition on communication between proposers and City officials, except for questions submitted in a writing to the following City official:

Randall J. Milano, P.E.
City Engineer
City of Albany Division of Engineering
rmilano@albanyny.gov

4. Sign the bid. By signing, the bidder indicates full knowledge and acceptance of the terms and provisions found within this Bid Packet. The bid shall be completed in the name of the bidder, corporate, or other, and shall be fully and properly executed by an authorized person. Bids shall remain valid for sixty (60) days from the date of the bid opening.
5. Bids shall be submitted either physically (by mail or hand delivery to Board of Contract and Supply, Room 202, City Hall, Albany, New York 12207), or electronically on BidNetDirect.com. If physically submitting the bid, the bid shall be enclosed in a sealed envelope with the following writing on the outside of the sealed envelope: “Sealed Bid Enclosed – PROCUREMENT OF RIGGING SERVICES.”
6. Mail the bid promptly in order for it to be received before the time of the bid opening or submit the bid electronically via BidNetDirect.com. Late bids will be rejected.

SEALED BIDS OR ELECTRONIC BIDS WILL BE
RECEIVED BY THE CITY OF ALBANY UNTIL 90
MINUTES PRIOR TO THE TIME DESIGNATED FOR
THE OPENING OF BIDS. PLEASE ATTACH PROPER
POSTAGE.

It is strongly advised for interested bidders to submit their documentation through FedEx, UPS or by hand submission to ensure receipt for consideration.

7. A bid bond or certified check in the amount of 5% of the total bid amount may be required with each bid. If either of these are required, the certified check or bid bond will be returned upon the awarding of the bid.
8. It is expected that each bidder will visit the site of the proposed work to become fully acquainted with the existing conditions of the site, relating to construction and labor, and to become fully informed as to the facilities involved, the difficulties and restrictions attending the performance of the contract. It is expected that the bidder has fully examined and has become familiar with the equipment and all terms and provisions within this Bid Packet. If awarded the contract, the bidder by execution of contract, shall in no way be relieved of any obligation under the contract, due to the bidder's failure to receive or examine any form or legal instrument, or to visit the project site and become fully acquainted with the conditions there existing. The City will be justified in rejecting any claim based on facts regarding which the bidder should have been on notice as a result thereof.
9. Award to contract will be made only to the lowest responsible bidder, whose proposal shall comply with all the terms and provisions of this Bid Packet required to make it responsive.
10. The City reserves the right to reject any or all bid submissions, and may advertise for new bid submissions for the same contract or project, if in so doing the best interests of the City will be promoted. The bidder shall be prepared if requested by the City to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and equipment.

**BID SUBMISSION
CITY OF ALBANY
CITY HALL
ALBANY, NEW YORK 12207**

DATED: _____

GENERAL DESCRIPTION: **PROCUREMENT OF RIGGING SERVICES**

CONTRACT PERIOD: Execution of Contract through December 31, 2023

BID OPENING:

DATE: May 2, 2023
LOCATION: City Hall, Room 103
TIME: 1:30 pm
INQUIRE WITH: City Clerk's Office
City Hall - Room 202
Albany, New York 12207

BIDDERS NAME: _____

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER: _____

ADDRESS:

Street _____
City _____
County _____
State _____
Zip Code _____

_____% Cash Discount for payment within 15 days of delivery or receipt of voucher.

_____% Cash Discount for payment within 30 days of delivery or receipt of voucher.

Cash Discounts will not be considered in determining the low bidder but will be considered in awarding the bids.
Cash Discounts of less than 1% will not be considered.

Does any state officer or any officer or employee of the City of Albany or County of Albany have any affiliation or interest in this bid submission? If so, set forth the name, address, nature and extent of the affiliation or interest of an officer/employee.

We are not submitting a bid _____.

We request removal of our name from the mailing list for this commodity group _____.

Bidders Signature _____

Official Title _____

Printed or Typed Copy of Signature _____

Telephone Number _____ Email Address _____

STANDARD CONDITIONS

SECTION 1. QUALIFICATIONS OF BIDDERS

- A. The City reserves the right to reject any bids where qualifications, financial standing, equipment, personnel, or facilities of the bidder or any subcontractor are deemed unsatisfactory.
- B. Subcontracting requirements.
 - 1. Any bidder proposing to subcontract any operation shall submit a listing of their own facilities, including number of personnel and equipment, as well as a letter from any proposed subcontractor(s). Said subcontractor letter(s) shall contain the following information:
 - (a) Certification that the subcontractor is aware that the subcontractor has been named by the bidder as a proposed subcontractor.
 - (b) Statement that the subcontractor is capable of fulfilling the operations for which the subcontractor has been named as a proposed subcontractor in complete accordance with the specification.
 - (c) Complete listing of subcontractor's facilities, equipment, and number of personnel. The City reserves the right to inspect the bidder's and the proposed subcontractor's facilities and perform such investigations as may be deemed necessary.
 - (d) Failure of bidder to submit the required letter(s) may be cause for rejection of bid.
 - 2. After an award has been made, there shall be no sub-contracting allowed without written consent of the City other than the operations that have been approved and specified in the award.
- C. No contract will be awarded except to responsible bidders capable of performing the class of work contemplated by this Bid Packet. Before the award of contract, the City may require any bidder to show that the bidder has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains items for material or work the character of which will depend upon the bidder's skill or experience, the bidder is required to show proof that the bidder has a satisfactory record of similar work performed of materials furnished. Bidders shall be required to furnish the City with sworn statements as to their experience.

SECTION 2. EQUIVALENCE

This Bid Packet and the provisions as set forth are intended to be descriptive. The City will consider bids from any vendor who can meet or exceed the specifications listed in the Bid Packet as they relate to quality durability and performance. Deviations will not disqualify a bid where deviations are minor and do not affect quality, durability, or performance. Any such deviation from bid specifications shall be explained within the bid submission. The City's decision will be final in any case where a product is to be considered as equal to the specifications.

SECTION 3. ADHERENCE TO SPECIFICATIONS

The bidder agrees and understands that its entire bid submission is contemplated in accordance with the provisions of the Bid Packet, unless the bidder explains its deviations in detail for the City's consideration. The City reserves the right to request clarification and additional information where deemed necessary.

SECTION 4. SILENCE OF SPECIFICATION

The apparent silence of any of the provisions within this Bid Packet as to the details or the omission from it of a detailed description concerning any point shall be regarded as meaning that

only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

SECTION 5. PRIOR PERFORMANCE

The City shall reject any bid and shall not enter into any contract with any bidder who is in arrears to the City, upon debt or contract, or who is in default as surety or otherwise upon any obligation to the said City. The City shall reject any bid and shall not enter into any contract with any bidder whose performance of any previous contract was unsatisfactory.

SECTION 6. DECISION OF THE CITY

In any event, the decision of the City regarding the qualifications of bidders or subcontractors to accomplish the contract or project shall be final.

SECTION 7. AWARDING THE CONTRACT

The City reserves the right **not** to award the contract contemplated by this Bid Packet.

SECTION 8. INCORPORATION OF TERMS

All provisions of this Bid Packet shall be incorporated into a contract which shall be executed by the contractor to whom the bid was awarded and the City.

SECTION 9. CONTRACT TERM

The ensuing contract will commence at the execution of a formal written contract and terminate December 31, 2023. The City shall have the option to extend the contract for one (1) additional one-year (1) period. If this option is exercised, the first extension period will commence January 1, 2024 and terminate December 31, 2024.

SECTION 10. PERFORMANCE BOND REQUIREMENT

The City does **NOT** require a Performance Bond for this project.

SECTION 11. NON-PERFORMANCE

If the contractor fails at any time performing work required by this contract within the time limits specified, the City shall have the right to terminate the contract upon ten (10) business days' written notice to the contractor.

SECTION 12. TERMINATION

Notwithstanding any provisions of this Bid, the City shall have the right at any time, with or without cause, to terminate the contract and the services contemplated by this Bid Packet on thirty (30) days written notice to the contractor of such termination. In the event of such termination of the resulting contract, the contract term shall be changed accordingly and the contractor shall be entitled to compensation for all services theretofore authorized and performed pursuant to the contract in accordance with the contract.

SECTION 13. INVOICE PROCEDURES

Upon acceptance and delivery of products to the designated location, an itemized invoice and City voucher shall be sent to **City Hall, Room 109, 24 Eagle Street, Albany, New York, 12207**. Said invoice shall be accompanied by properly executed claim forms and such other necessary information or supporting documentation as may be required by the City in order to process payment.

SECTION 14. MATERIALS PURCHASED BY CONTRACTOR, TAX PROVISIONS

A. Purchases made by the City are not subject to state or local taxes or federal excise taxes.

1. There is no exemption from paying the New York State truck mileage, unemployment insurance, or Federal Social Security taxes. The official City of Albany purchase order or voucher for materials, equipment and supplies is sufficient evidence to qualify the transaction exempt from sales tax under Section 116(a)(1) of the Tax Law.
2. For tax free transactions, the City of Albany registration number is: Federal Tax Exemption #14-70046-K and Federal Employer #14-600-2058-W.

B. For materials and supplies separately sold to the City for incorporation into work under the ensuing contract the City is exempt from all sales tax and compensating use tax of the State of New York. The purchase by the contractor or by subcontractors of materials for incorporation into the work under this contract will be a purchase or procurement for resale to the City and therefore not subject to the aforementioned sales compensating use tax. All bids priced by the contractor, as well as all subcontract agreements made by the contractor, shall require that the costs of materials from all other costs involved in the incorporation of such materials into the work under this Contract are itemized separately to ensure compliance with this provision.

1. The contractor shall, upon request by the City, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the contractor or subcontractors for incorporation into the work under this contract. Upon delivery of all materials to the site, the contractor shall mark or otherwise identify all materials to be incorporated into the work under this contract. Only those materials so identified will be considered a part of this contract for which the contractor may be eligible for reimbursement. Only those materials so identified will be exempt from sales or compensating use tax under this provision.
2. This exemption does not apply to machinery, equipment, tools or other items purchased, leased, rented, or otherwise acquired for use of the contractor, even though said equipment is used either entirely or in part on this contract. This tax exemption shall apply only to materials fully incorporated into the work under this contract as accepted and approved by the Commissioner of the Department overseeing the contract or project.

SECTION 15. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification.

1. For the purpose of this section, the terms contractor and City shall include the officers, employees, subcontractors, boards, respective agents or anyone else acting in their behalf. The contractor agrees to assume the risk of all damage, loss, costs or expense, and agrees to indemnify and hold harmless the City from and against any liability, damage, loss or expense which may accrue to be sustained by the City on account of any claim, suit, or action brought against the City for the death of or injury to persons or destruction of property involving the contractor sustained in connection with performance of the contract arising from any cause whatsoever (including without limitation, falls from scaffolding, ladders, catwalk, beams or other high places; mishaps involving cranes, booms, elevators, trucks or other equipment; all liability imposed upon the City by Section 240 of the New York State Labor Law; injuries resulting from electrical shock; and failure of or defect in any equipment, instrument or device supplied by the City to the contractor) except negligence or willful misconduct of the City or its employees acting within the scope of employment.

2. The contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, boards, and/or representatives from any and all loss, cost, payment, judgment, and/or attorney's fees arising from any and all claim or claims for personal injury and/or property damage allegedly caused by, or resulting from the work or performance of the work, including but not limited to, any and all claims for personal injury and/or property damage allegedly caused, in whole or in part, by the negligence or intentional act or omission of the contractor, its officers, agents, and/or representatives.

B. Insurance.

1. This contract shall be void and of no effect unless the contractor secures and delivers a certification of insurance dated within ten (10) days of the date of the signing of the contract, and contractor shall maintain such insurance policies as will protect himself/herself, his/her subcontractors and, unless specified otherwise, the City of Albany, New York (the Owner), including its agents, servants, boards, and employees and the Engineer, where applicable, as additional named insured, on a primary and non-contributing basis, from any and all claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by the contractor or by any subcontractor or anyone employed by the contractor directly or indirectly, or any other party who may be injured, claim injuries, or die.
2. The following insurance policies are required:

- a. Statutory Worker's Compensation
- b. Public Liability and
Property Damage

Automotive Liability

<u>Bodily injury</u>	
Each occurrence	\$1,000,000
Aggregate	\$1,000,000

<u>Bodily Injury</u>	
Each person	\$1,000,000
Each accident	\$1,000,000

<u>Property Damage</u>	
Each occurrence	\$1,000,000
Aggregate	\$1,000,000

<u>Property Damage</u>	
Each accident	\$500,000

- c. Such policies to insure:
 - i. Contractor's Public Liability & Property Damage, including explosion, collapse and underground hazards.
 - ii. Contractor's Protective Liability & Property Damage.
 - iii. Completed Operations Liability & Property Damage.
 - iv. Contractual Public Liability & Property Damage.
 - v. Automobile Public Liability & Property Damage insuring all owned and non-owned automotive vehicles and equipment.
3. Owner's Protective Liability & Property Damage. The contractor shall take out and furnish to the City and maintain and pay for during the life of this contract, complete Owner's Protective Liability Insurance and shall provide certificates of insurance dated within ten (10) days of the signing of the contract, protecting the City, its agents, boards, servants, and employees and the Commissioner as additional named insured, on a primary and non-contributing basis, from any and all claims for personal injury, death, or property damage arising out of the operations of the contractor and the subcontractor(s) on this job. The limits of liability shall be the same as specified under

(2) above for the Contractor's Public Liability and Property Damage Insurance.

4. The original Owner's Protective Liability insurance policy and certificates and/or copies of policies of such insurance specified above shall be furnished to the City prior to commencement of the work. All policies shall be secured from a company or companies, which are satisfactory to the City and licensed to issue such policies in the State of New York. All policies and certificates shall contain an unequivocal statement that not less than thirty (30) days written Notice of Cancellation of any insurance shall be given to the City.

SECTION 16. LABOR COMPLIANCE

- A. New York State Labor Law Compliance.
 1. Pursuant to Article 8 of the New York State Labor Law, no laborer, worker, or mechanic in the employ of the contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contractor shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any week, except in cases of extraordinary emergency including fire, flood, or danger to life or property. No such person shall be so employed more than eight (8) hours in any day or more than five (5) days in any one week except in such emergency. The wages to be paid for a legal day's work to laborers, workers, or mechanics performing work upon the contract shall not be less than the prevailing rate of wages as defined in Article 8 of the Labor Law.
 2. Additionally, each laborer, workman or mechanic employed by the contractor, subcontractor or other person performing the contract shall be provided the supplements required by that Article.
- B. City of Albany Living Wage Compliance. All Contractors who enter a service contract with the City shall comply with the Living Wage Ordinance codified in Albany City code in § 42-161. A copy of the living wage compliance form is annexed to this Bid Packet in the Required Forms Section.

SECTION 17. STATEMENT OF NON-INVESTMENT IN THE IRANIAN ENERGY SECTOR

- A. Pursuant to General Municipal law § 103-g, by submitting this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.
- B. The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: <https://ogs.ny.gov/system/files/documents/2022/05/iran-divestment-act-list-of-entities-5-4-22.pdf>.
- C. If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to Paragraph "A" of N.Y. General Municipal Law § 103-g on a case-by-case basis.

SECTION 18. NON-DISCRIMINATION AND DIVERSITY STATEMENT

- A. Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of City contracts.
- B. In furtherance of these rules and principles, the City highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the City’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The City hereby notifies all bidders submitting a bid that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.
- C. Further, by submission of a bid in response to this Bid request, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that: *“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor’s obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency.”*

SECTION 19. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief the statements within the NON-COLLUSION AFFIDAVIT OF BIDDER, Form #1 annexed to this Bid Packet, are true and correct. Submission of Form #1 is required in order for the City consider the bid submission.

SECTION 20. INTERNATIONAL BOYCOTT

- A. In accordance with Section 200-f of the Labor Law, the bidder agrees, as a material condition of the contract:
 1. That neither the bidder nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in any international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce

promulgated thereunder.

2. That if the bidder of any substantial owner or affiliated person, firm, partnership, or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the bidder shall notify the City and the New York State Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

TECHNICAL SPECIFICATIONS

(Intentionally Left Blank)

BID SHEET

Item 1: Crane Rental

Please complete the following and identify the pricing for the hourly rate for crane/rigging:

Crane Size	Hourly Rate
0-50 Tons	
51-100 Tons	
101-150 Tons	
151-200 Tons	
201-250 Tons	
251-300 Tons	

Item 2: Labor

Please complete the following and identify the pricing for the hourly rate for labor:

Labor	Standard Hourly Rate	Overtime Hourly Rate	Sunday/Holiday Hourly Rate
Crane Operator			
Rigger			

Item 3: Mobilization

Mobilization rate to include all materials needed for the crane for a particular project, ie, counterweight, dunnage, crane pads, etc.

Mobilization Rate: \$ _____

Item 4: Transportation

Transportation rate to include vehicles needed to carry materials not related to the crane, ie. transporting owners materials to and from site; supplying and transporting materials to and from the site (supplied materials will be paid for at the negotiated material cost. Negotiation of material cost will be between the City and the Rigging company). This rate shall include all materials to lash the equipment to the trailer or truck for safe storage.

Transportation Rate: \$ _____

Item 5: DOT Item 619.01 Basic Work Zone Traffic Control

Basic Traffic Control shall be based upon the NYSDOT item 619.01. Refer to NYSDOT Standard specifications for information regarding this bid item.

Basic Work Zone Traffic Control Rate \$ _____

Item 6: Miscellaneous

Please list any additional costs outside of the hourly labor rates above for rigging services below:

REQUIRED FORMS

FORM #1

NON-COLLUSION AFFIDAVIT OF BIDDER CITY OF ALBANY, NEW YORK

State of New York)
) ss.
County of)

_____, being first duly sworn, deposes and says that:

1) He/she/they is/are _____ of
(owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached Bid;

2) He/she/they is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3) Such Bid is genuine and is not a collusive or sham Bid:

4) A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

B. A Bid shall not be considered for award nor shall any award be made where clauses 4) A.1, 2, and 3 above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 4) A.1, 2, and 3 above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department, or agency to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that a Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of clause 4) A. 2.

D. Any Bid hereafter made to the municipality or any public department, agency, or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such Bid contains the certification referred to in subparagraph 4.A. of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-

collusion as the act and deed of the corporation.

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its owners, partners, officers, representatives, agents, employees, or parties in interest, including this Affidavit.

(Signature)

(Title)

Subscribed and sworn to before me this:

_____ day of _____, 20____

FORM #2

LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

The City of Albany has adopted a Living Wage Ordinance. All contractors who enter into a SERVICE contract must complete this form. If the following definition of SERVICE contract applies, complete Sections I, III, IV, as well as the attached Living Wage Compliance Form. If the following definition of SERVICE contract DOES NOT apply, complete Sections II, III and IV.

SERVICE CONTRACT -- A contract awarded to a contractor by the City primarily for furnishing services to or for the City (excluding the purchase of goods or other property, the leasing of property or the development, redevelopment or rehabilitation of real property) and that involves an expenditure by the City to the contractor of at least \$20,000, or the retention by the contractor of fees of at least \$30,000, during a period of one year. "Service contract" shall include unit price contracts that are designated by the City, where, based on experience or expected level of work, the City Of Albany anticipates an expenditure to the contractor of at least \$30,000 during a period of one year. "Service contract" shall not include separate contracts in amounts of less than \$30,000 with the same contractor for different services which may involve a total expenditure by the City to the contractor of more than \$30,000 during a period of one year. However, contracts may not be segmented to fall under the threshold, and multiple contracts with the same contractor for the same services shall be aggregated to determine the total expenditure for purposes of application of this section. Where an amendatory agreement or additional agreement with the same contractor causes the total expenditure to exceed \$30,000 during a period of one year, this section shall apply to the amendatory agreement or additional agreement.

Section I. *Check if applicable:* The Living Wage Law APPLIES to this contract.

I/we hereby agree to comply with all the provisions of the Albany Living Wage Ordinance 50.61.05 - (the Law) and, as such, will provide a full and part-time covered employees who perform work or render services on a service contract or subcontract where this company has received compensation, from the City of Albany as defined in the law (Compensation) a wage rate of no less than \$13.92 per hour worked with health benefits – (must pay at least 70% of premiums), as described in the Law, or otherwise \$16.17 per hour or the rates adjusted annually in accordance with the Law. I/we further agree to permit access to work sites and relevant payroll records by authorized City compliance representatives for the purpose of monitoring compliance with regulations under the Law, investigating employee complaints of noncompliance and evaluating the operation and effects of the Law, including the production for inspection & copying of payroll records for employees for the term of the contract. All payroll and benefit records required by the City will be maintained for inspection for a similar period of time. The Albany City Compliance Committee reserves the right to review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the law.

Section II. *Check if applicable:* The Living Wage Law DOES NOT APPLY to this contract. Reason for exemptions/exclusions in ordinance) i.e. Contract less than \$20,000.00. Construction work subject to federal or state prevailing wage

Section III.

Contractor Name: _____ Federal Employer ID#: _____

Contractor Address: _____ Contract Amount \$ _____

Contractor Phone # _____ Email # _____

Description of project or service:

Section IV.

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature & Date

Print Name and Title of Authorized Representative



FORM #3

**CITY OF ALBANY
COMPLIANCE OFFICE**
EAGLE STREET, ROOM 306
ALBANY, NEW YORK 12207
TELEPHONE (518) 407-0255

Living Wage Compliance

City Code § 42-161 requires a living wage be paid to employees by any contractors awarded a contract by the City primarily for furnishing services to or for the City (excluding the purchase of goods or other property, the leasing of property or the development, redevelopment or rehabilitation of real property) and that involves an expenditure by the City to the contractor of at least \$20,000, or the retention by the contractor of fees of at least \$30,000, during a period of one year.

Living Wage rates *effective 10/1/21*, as defined by the ordinance are as follows:

If at least 70% of health care benefits are covered by employer:	\$ 15.07
Other:	\$ 17.51

Pursuant to the law, every proposal shall include a written commitment by the applicant to pay all covered employees a living wage and shall include a list of job titles and wage levels of all covered employees. Please provide titles and wage levels below for each employee who directly expends his/her time on a contract with the City. Please add additional pages if necessary.

Contract / Agreement: _____

Company Name: _____

Job Title	Wage Range

Are employee health care benefits covered at least 70% by employer? _____

By signing below you are agreeing to pay all covered employees a Living Wage as set forth above for the duration of the contract with the City.

Signature: _____

Date _____

Title: _____

Email: _____ Phone: _____